

**ZB# 99-16**

**James Handel**

**35-1-81**

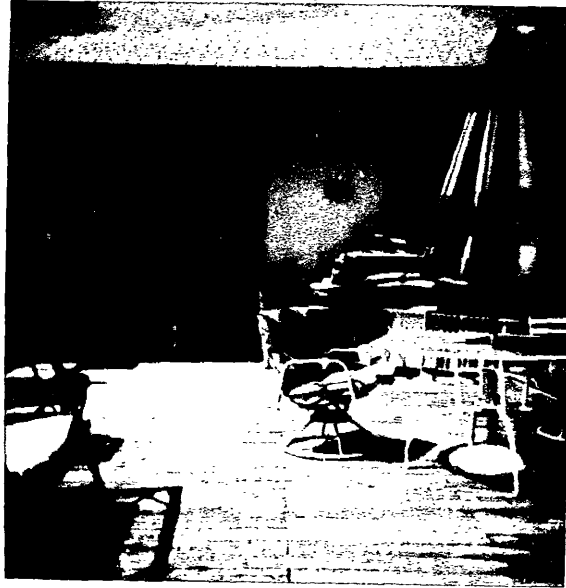
#99-16. Handel, James

Area 35-1-81

Prelim.  
May 10, 1999  
Title Policy 4  
Copy Sent it  
Sent

Public Hearing:  
June 14, 1999.  
Granted  
Area  
Refund: \$207.50

300 Riley Road



Rear of House from Deck  
05/99



To Hiding Cove Rd



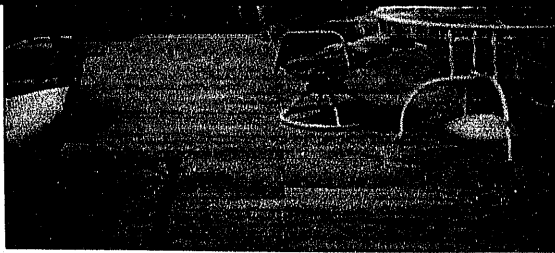
Neighbors to My Left 05/99

DR KAHN & NYS Thruway



Wilderness to My Back Word  
NO HOMES to Union Ave.  
05/1999

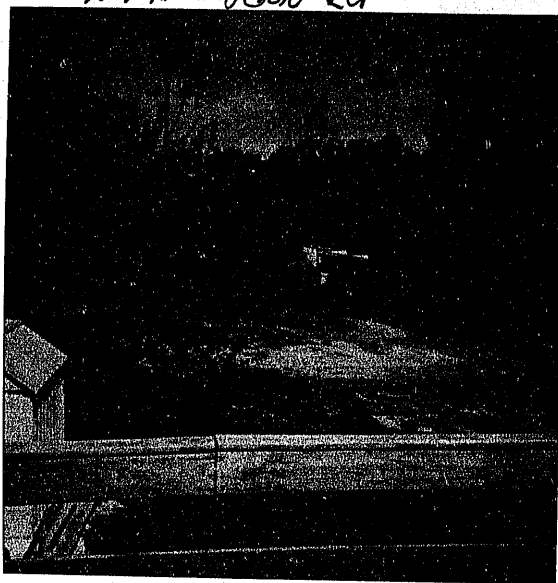
292 and 290 and 276 Riley



Rear of House from Deck  
05/99

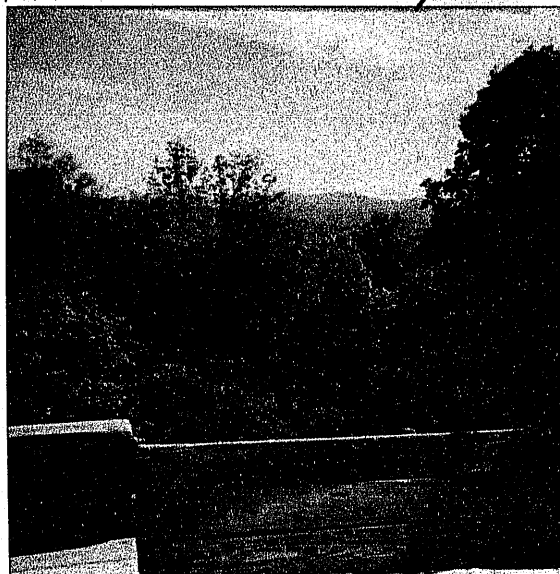


To Hillingdon Rd



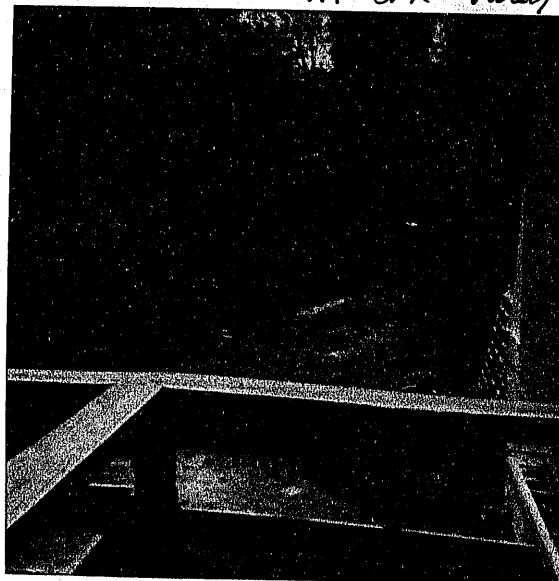
Neighbors to my Left 05/99

DR. KAHN or NYS Thruway



Wilderness to my Back Wood  
NO HOMES to Union Ave.  
05/1999

292 and 290 and 276 Relya



Neighbors to my Right 05/99

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Handel, James

FILE# 99-16

RESIDENTIAL: \$50.00  
INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA ☒

USE ☐

APPLICATION FOR VARIANCE FEE ..... \$ 50.00

*Paid #6628  
5/14/99*

ESCROW DEPOSIT FOR CONSULTANT FEES ..... \$ 300.00

*#6629  
5/14/99*

DISBURSEMENTS:

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING-PER PAGE 5/10/99 - 2 \$ 9.00  
2ND PRELIMINARY- PER PAGE 6/14/99 - 3 \$ 13.50  
3RD PRELIMINARY- PER PAGE ..... \$ .....  
PUBLIC HEARING - PER PAGE ..... \$ .....  
PUBLIC HEARING (CONT'D) PER PAGE ..... \$ .....  
TOTAL ..... \$ 22.50

ATTORNEY'S FEES: \$35.00 PER MEEETING

PRELIM. MEETING: 5/10/99 ..... \$ 35.00  
2ND PRELIM. .... 6/14/99 ..... \$ 35.00  
3RD PRELIM. .... \$ .....  
PUBLIC HEARING ..... \$ .....  
PUBLIC HEARING (CONT'D) ..... \$ .....  
TOTAL ..... \$ 70.00

MISC. CHARGES:

..... \$ .....  
TOTAL ..... \$ 92.50

LESS ESCROW DEPOSIT ..... \$ 300.00  
(ADDL. CHARGES DUE) ..... \$ .....  
REFUND DUE TO APPLICANT. \$ 207.50

**JAMES W. HANDEL, SR.**  
**JOY ANN HANDEL**  
 300 RILEY ROAD PH. 914-564-4563  
 NEW WINDSOR, NY 12553-7229

50-693 302  
 219  
 023189461

6628

DATE 05-14-1999

PAY TO THE ORDER OF Town of New Windsor \$ 50<sup>00</sup>/<sub>100</sub>

Fifty dol <sup>00</sup>/<sub>100</sub> DOLLARS

KeyBank National Association  
 Vails Gate, New York 12584  
 1-800-KEY2YOU #99-16

MEMO Variance Approvals Per Deck James W Handel Sr

⑆021906934⑆ 023 18 946 1 6628

**JAMES W. HANDEL, SR.**  
**JOY ANN HANDEL**  
 300 RILEY ROAD PH. 914-564-4563  
 NEW WINDSOR, NY 12553-7229

50-693 302  
 219  
 023189461

6629

DATE 05/14/1999

PAY TO THE ORDER OF Town of New Windsor \$ 300<sup>00</sup>/<sub>100</sub>

Three hundred dol <sup>00</sup>/<sub>100</sub> DOLLARS

KeyBank National Association  
 Vails Gate, New York 12584  
 1-800-KEY2YOU #99-16

MEMO Variance Escrow Deck James W Handel Sr

⑆021906934⑆ 023 18 946 1 6629

In the Matter of the Application of

**JAMES HANDEL**

**MEMORANDUM OF  
DECISION GRANTING  
AREA VARIANCE**

#99-16.

**WHEREAS, JAMES HANDEL, residing at 300 Riley Road, New Windsor, New York, N. Y. 12553, has made application before the Zoning Board of Appeals for a 12 ft. rear yard variance for an existing deck at the above single-family residence in an R-3 zone; and**

**WHEREAS, a public hearing was held on the 14th day of June, 1999 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and**

**WHEREAS, the Applicant appeared on behalf of himself for this Application; and**

**WHEREAS, there were no spectators appearing at the public hearing; and**

**WHEREAS, no one spoke in favor or in opposition to the Application; and**

**WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and**

**WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:**

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and in The Sentinel, also as required by law.

2. The evidence presented by the Applicant showed that:

(a) The property is a residential property consisting of a one-family home located in an R-3 zone neighborhood containing one-family homes.

(b) The deck on the property has been in existence since 1979.

(c) The deck does not cause any drainage or runoff problem nor does it cause the ponding or collection of water.

(d) The deck is similar to other decks in the neighborhood.

(e) The variance is requested because although the lot itself is large, the location of the house on the lot has significantly reduced the size of the "backyard."

(f) The Building Inspector reports no record of complaints made on this matter.

**WHEREAS**, The Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to the Applicant which can produce the benefits sought.

3. The variance requested are substantial in relation to the Town regulations but nevertheless is warranted for the reasons listed above.

4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created but nevertheless should be allowed.

6. The benefit to the Applicant, if the requested variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community.

7. The requested variance is appropriate and is the minimum variance necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variance.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for a 12 ft. 6 in. rear yard variance for an existing deck at the above address, in an R-4 zone as sought by the Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

**BE IT FURTHER**

**RESOLVED**, that the Secretary of the Zoning Board of Appeals of the Town of New



Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicant.

Dated: August 9, 1999.

A handwritten signature in cursive script, appearing to read "James Wright", is written over a horizontal line.

Chairman

Date 7/6....., 1999.....

# TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553**

TO James Handel DR.  
300 Riley Rd., New Windsor, N.Y. 12553-7229

DATE	CLAIMED	ALLOWED
7/10/99	Refund of Excess Deposit # 99-16	207.50
<p>Approved: Patricia A. Bankart FBA</p>		

STATE OF NEW YORK,  
TOWN OF NEW WINDSOR

} ss.

.....  
I hereby certify, that the items of this account are correct; that the disbursements and services charged therein have in fact been made and rendered, and that no part thereof has been paid or satisfied, that the amount herein mentioned is in full settlement for all services rendered and materials furnished.

Sign Here .....

No. ....

Town of New Windsor

.....  
Nature .....

Amount Claimed \$ .....

Amount Allowed \$ .....

Filed .....

I hereby certify that at a meeting of  
said Town Board held at the office of the  
Town Clerk on the ..... day  
of ....., 19.....

the within claim was audited and allowed  
for the sum of  
\$ .....

.....  
Clerk

Date 6/30/99, 19.....

# TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

TO ..... Frances Roth  
168 N. Drury Lane  
Newburgh, N.Y. 12550 ..... DR.

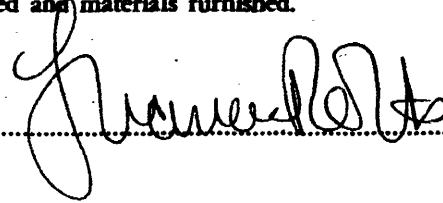
DATE			CLAIMED	ALLOWED
6/14/99		Zoning Board Mte	75 00	
		Misc. - 2		
		Barton - 2		
		Bila - 4		
		Handel - 3 - \$13.50		
		Husted - 8		
		Paulik - 3		
		Libuzzi - 3		
		JMK - 3	112 00	
		28	187 00	

STATE OF NEW YORK,  
TOWN OF NEW WINDSOR

} ss.

I hereby certify, that the items of this account are correct; that the disbursements and services charged therein have in fact been made and rendered, and that no part thereof has been paid or satisfied, that the amount herein mentioned is in full settlement for all services rendered and materials furnished.

Sign Here



No. ....  
Town of New Windsor

Nature .....

Amount Claimed \$ .....

Amount Allowed \$ .....

Filed .....

I hereby certify that at a meeting of  
said Town Board held at the office of the  
Town Clerk on the ..... day

of ....., 19.....

the within claim was audited and allowed  
for the sum of

\$ .....

.....  
Clerk

HANDEL, JAMES W.

MR. NUGENT: Request for 12 ft. 6 in. rear yard variance for existing deck at 300 Riley road in an R3 zone.

Mr. James Handel appeared before the board for this proposal.

MR. HANDEL: Good evening, ladies and gentlemen.

MS. BARNHART: For the record, Mr. Handel and I both sent out 17 addressed envelopes with the notice inside.

MR. NUGENT: Is there anyone in the audience in regards to this? Let the record show that there's no one here. Okay, the floor is yours.

MR. HANDEL: They all called and asked me what I was doing on it and I explained the situation and they said they had no problem with it.

MR. NUGENT: Nobody had any problems, that's good. Explain to us why for the record why you want this variance.

MR. HANDEL: Well, I did this deck and I guess it shows up, it's 12 feet too long for the back and I don't have enough rear yard to cover the deck.

MR. KANE: How long has the deck been up?

MR. HANDEL: Deck's been up there since 1979.

MR. KANE: Cause any drainage runoff problem with the building of it?

MR. HANDEL: No.

MR. TORLEY: And it would be economically infeasible to move the deck?

MR. HANDEL: It would be too much to do.

MR. KANE: Deck basically conforms with other decks in

June 14, 1999

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the neighborhood?

MR. HANDEL: Yes, there's quite a few of them there that's of that nature and size.

MR. NUGENT: If you guys, if you notice, it's R3 and rear yard is bigger.

MR. HANDEL: I think they said I needed 50 feet.

MS. BARNHART: Fifty feet is a requirement.

MR. HANDEL: I have 37'5".

MS. BARNHART: These are outdated.

MR. TORLEY: When do we get the new ones?

MS. BARNHART: They are supposed to be sending them to us. We had to have them printed, the bulk tables, those are the ones that we had to send out to the company, they are official but--

MR. KANE: So we're dealing with a 50 foot setback in the R-3?

MS. BARNHART: It might be the same as it was before but we had to change a lot of the, a lot of the bulk tables have changed.

MR. NUGENT: Just wanted to make sure.

MR. NUGENT: You've got a big lot.

MR. HANDEL: Yes, good size lot, almost an acre, just got the house set too far back.

MR. NUGENT: You guys have any more questions?

MR. KANE: No, Mr. Chairman. Accept a motion?

MR. NUGENT: Yes.

MR. KANE: I move that we approve the requested variance for 300 Riley Road by Mr. James Handel.

June 14, 1999

10

MR. TORLEY: Second it.

ROLL CALL

MR. TORLEY	AYE
MR. KANE	AYE
MR. NUGENT	AYE



**ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR  
COUNTY OF ORANGE : STATE OF NEW YORK**

**In the Matter of the Application for Variance of**

James Handel

**Applicant.**

#99-16

**AFFIDAVIT OF  
SERVICE BY  
MAIL**

**STATE OF NEW YORK)**

**) SS.:**

**COUNTY OF ORANGE)**

**PATRICIA A. BARNHART, being duly sworn, deposes and says:**

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, Windsor, N. Y. 12553.

That on May 18, 1999, I compared the 17 addressed envelopes containing the Public Hearing Notice pertinent to this case with the certified list provided by the Assessor regarding the above application for a variance and I find that the addresses are identical to the list received. I then mailed the envelopes in a U.S. Depository within the Town of New Windsor.

Patricia A. Barnhart

**Patricia A. Barnhart**

Sworn to before me this  
18<sup>th</sup> day of May, 1999.

Deborah Green  
Notary Public

DEBORAH GREEN  
Notary Public, State of New York  
Qualified in Orange County  
# 4984065  
Commission Expires July 15, 1999



# Town of New Windsor

555 Union Avenue  
New Windsor, New York 12553  
Telephone: (914) 563-4631  
Fax: (914) 563-4693

## Assessors Office

May 13, 1999

(17.)

James W. Handel, Sr.  
300 Riley Rd.  
New Windsor, NY 12553

Re: Tax Map Parcel #35-1-81

Dear Mr. Handel:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$35.00, less your deposit of \$25.00. Please remit the balance of \$10.00 to the Town Clerk at the above address.

Sincerely,

LESLIE COOK  
Sole Assessor

/po  
Attachment  
Cc: Pat Barnhart

Kevin J. Wilbur &  
Pamela M. Kohrmann  
292 Riley Rd.  
New Windsor, NY 12553

Town of New Windsor  
555 Union Ave.  
New Windsor, NY 12553

Bonnie H. Glazier  
276 Riley Rd.  
New Windsor, NY 12553

Beulah Travers  
290 Riley Rd.  
New Windsor, NY 12553

Richard & Mary Oliveri  
281 Riley Rd.  
New Windsor, NY 12553

Mariana & Peter D'Antonio  
285 Riley Rd.  
New Windsor, NY 12553

Dr. Mohammad Haleem Kahn &  
Najmus Sahar Khan  
16 Green Bower Lane  
New City, NY 10956

Howard A. Jr. & Marie Kent  
306 Riley Rd.  
New Windsor, NY 12553

Vincent T. & Santa Borges  
308 Riley Rd.  
New Windsor, NY 12553

Lawrence & Lorraine Hollenbeck  
295 Riley Rd.  
New Windsor, NY 12553

Harold I. Killian  
299 Riley Rd.  
New Windsor, NY 12553

Leslie A. & Patricia R. LaFrance  
291 Riley Rd.  
New Windsor, NY 12553

NY City Dept. of E P  
Bureau of Water Supply-OWSL  
465 Columbus Ave., Suite 350  
Valhalla, NY 10595

Kartiganer Fam. Ltd. Partnership  
C/o Herbert L. Kartiganer  
3928 Live Oak Blvd.  
Delray Beach, FL 33445

William Rushing  
275 Riley Rd.  
New Windsor, NY 12553

AnnMarie Brissett &  
Kelvin McRae  
70 Hillington Rd.  
New Windsor, NY 12553

Pauline Townsend  
314 Riley Rd.  
New Windsor, NY 12553

*Pls. publish immediately. Send bill to: Applicant @ below address,*  
**PUBLIC NOTICE OF HEARING**

**ZONING BOARD OF APPEALS**

**TOWN OF NEW WINDSOR**

**PLEASE TAKE NOTICE** that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 16

Request of James W. Handel, Sr.

for a VARIANCE of the Zoning Local Law to Permit:

existing deck w/ insufficient rear yard;

being a VARIANCE of Section 48-12 - Table of Use/Bulk Regs. - G

for property situated as follows:

300 Riley Road, New Windsor, N.Y. 12553

known and designated as tax map Section 35, Blk. 1, Lot 81.

SAID HEARING will take place on the 14<sup>th</sup> day of June, 1999 at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York beginning at 7:30 o'clock P.M.

James Nugent  
Chairman

By: Patricia A. Barnhart, Secy.

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

# 99-16-

Date: 05/14/99

I. Applicant Information:

- (a) James W. Handel SR, 300 Riley Road New Windsor, N.Y. 56445.  
(Name, address and phone of Applicant) (Owner)
- (b) NONE  
(Name, address and phone of purchaser or lessee)
- (c) NONE  
(Name, address and phone of attorney)
- (d) NONE  
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. Property Information:

- (a) R-3 300 Riley Road 35-1-81 170 x 213' ±  
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? NONE
- (c) Is a pending sale or lease subject to ZBA approval of this application? \_\_\_\_\_
- (d) When was property purchased by present owner? 1977
- (e) Has property been subdivided previously? NO
- (f) Has property been subject of variance previously? NO  
If so, when? \_\_\_\_\_
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? NO
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: NO
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IV. Use Variance.

- (a) Use Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_, to allow:  
(Describe proposal) Existing Deck 16' x 30'
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes \_\_\_\_\_ No X.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-2, Table of VSE/Bulk Regs., Col. G.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. _____	_____	_____
Reqd. Rear Yd. <u>50' Feet</u>	<u>3706 Feet</u>	<u>12' 6"</u>
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

\* Residential Districts only

\*\* No-residential districts only

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created.

- Describe why you believe the ZBA should grant your application for an area variance:

I HAVE NO HOMES TO REAR OF HOUSE, I OWN THE OTHER LOT SIDE  
AND REAR OF MY HOUSE, THE DECK CAN ONLY BE SEEN BY TWO HOMES,  
AND THEY BOTH HAVE SIMILAR DECK STRUCTURES. AND MY DECK IS OF NO  
BOther TO ANY OTHER HOME IN THE NEIGHBORHOOD.

(You may attach additional paperwork if more space is needed)

VI. Sign Variance:

(a) Variance requested from New Windsor Zoning Local Law,  
Section \_\_\_\_\_, \_\_\_\_\_ Regs.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign ..	_____	_____	_____
Sign 3	_____	_____	_____
Sign	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

\_\_\_\_\_  
\_\_\_\_\_

VII. Interpretation.

(a) Interpretation requested of New Windsor Zoning Local Law,  
Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs.,  
Col. \_\_\_\_\_.

(b) Describe in detail the proposal before the Board:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

I HAVE TREES, and Well landscaped front yard, Have No drainage Problems  
The Deck is up to all Standard Ask for by town building inspector  
and Does Not have Any Negative Bearing on the Quality of the  
Neighborhood, and in my opinion I improve the Properties abt, all other  
Houses in my ~~area~~ Neighbors yards all Have similar deck of same  
type &

**IX. Attachments required:**

- X Copy of referral from Bldg./Zoning Insp. or Planning Bd.  
X Copy of tax map showing adjacent properties.  
N/A Copy of contract of sale, lease or franchise agreement.  
X Copy of deed and title policy.  
X Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.  
N/A Copy(ies) of sign(s) with dimensions and location.  
X Two (2) checks, one in the amount of \$ 50.00 and the second check in the amount of \$ 300.00, each payable to the TOWN OF NEW WINDSOR.  
X Photographs of existing premises from several angles.

**X. Affidavit.**

Date: May 14, 1999.

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF ORANGE )

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

James W. Handel Sr.  
(Applicant)

Sworn to before me this

14<sup>th</sup> day of Mar, 1999.

Patricia A. Reinhart

XI. ZBA Action:

PATRICIA A. BARNHART  
Notary Public, State of New York  
No. 018A4504434  
Qualified in Orange County  
Commission Expires August 31, 1994.

(a) Public Hearing date: \_\_\_\_\_



(b) Variance: Granted (\_\_\_\_) Denied (\_\_\_\_)

(c) Restrictions or conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

**OFFICE OF THE BUILDING INSPECTOR  
TOWN OF NEW WINDSOR  
ORANGE COUNTY, NEW YORK**

*Prelim.*  
*May 10, 1999*  
*# 99-16*

**NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION**

**APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (914)563-4630 TO  
MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.**

**DATE:** April 12, 1999

**APPLICANT:** James Handel  
300 Riley Road  
Newburgh, New York 12553

**PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE:** April 8, 1999

**FOR :** Existing Deck

**LOCATED AT:** 300 Riley Road

**ZONE:** R-3

**DESCRIPTION OF EXISTING SITE:** 35-1-81

**IS DISAPPROVED ON THE FOLLOWING GROUNDS:**

1. Existing 16' X 30' attached wood deck does not meet minimum rear yard set-backs.

*Frank A. Siri*  
BUILDING INSPECTOR

PERMITTED 50'

PROPOSED OR  
AVAILABLE:

VARIANCE  
REQUEST:

ZONE: R-3      USE: 8-G

MIN. LOT AREA:

MIN LOT WIDTH:

REQ'D.. FRONT YD:

REQ'D. SIDE YD:

REQD. TOTAL SIDE YD:

REQ'D REAR YD:

REQ'D FRONTAGE:

MAX. BLDG. HT.:

FLOOR AREA RATIO:

MIN. LIVABLE AREA:

DEV. COVERAGE:

RECEIVED

APR 15 1999

BUILDING DEPT.

~~37.6~~ "

~~12.6~~ "

*Spork List Enclosed is a  
Revised Survey Dated 04/12/1999  
Showing Rear Yard with Deck  
Measurement*

cc: Z.B.A., APPLICANT, FILE, W/ ATTACHED MAP

*Shank's Jim W. Hendricks  
Dated 04/15/1999*

**YOU MUST CALL FOR ALL REQUIRED INSPECTIONS**

Other inspections will be made in most cases but those listed below are required. Do not mistake an unscheduled inspection for one of those listed below. Without the approval of one of these inspections it has not been approved and it is improper to proceed. Disapproved work must be reinspected after correction.

1. When excavating is complete and footing forms are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floors and under slab plumbing.
4. When framing is completed and before it is covered from inside and plumbing rough-in.
5. Insulation.
6. Plumbing final and final. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Permit number must be called in with each inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permits must be obtained along with building permits for new houses.
12. Septic permit must be submitted with engineer's drawing and perc test.
13. Road opening permits must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and there is no fee for this.

APR 10 1999

BUILDING DEPARTMENT

PLEASE PRINT CLEARLY  
FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises James W. and Jay Ann Howdel Sr  
 Address 300 Relay Road Phone 914-564-4563  
 Mailing Address Same New Windsor, N.Y. 12553-7267  
 Name of Architect Self  
 Address \_\_\_\_\_ Phone \_\_\_\_\_  
 Name of Contractor Self  
 Address \_\_\_\_\_ Phone \_\_\_\_\_

State whether applicant is owner, lessee, agent, architect, engineer or builder OWNER

If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

FOR OFFICE USE ONLY

Building Permit # \_\_\_\_\_

RECEIVED

APR 08 1999

BUILDING DEPARTMENT

1. On what street is property located? On the EAST side of Riley Road  
(N,S,E or W)  
and 1.5 Miles feet from the intersection of Rt 94

2. Zone or use district in which premises are situated \_\_\_\_\_ Is property a flood zone?  
Y N O

3. Tax Map Description: Section 35 Block 1 Lot 81

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.

a. Existing use and occupancy Livestock

b. Intended use and occupancy AI

5. Nature of work (check if applicable) New Bldg ☐ Addition ☐ Alteration ☐ Repair ☐ Removal ☐ Demolition ☒ Other  
EXISTING DECK 16X30' WITH STAIRS

6. Is this a corner lot? NO

7. Dimensions of entire new construction. Front X Rear X Depth X Height X No. of stories \_\_\_\_\_

8. If dwelling, number of dwelling units: X Number of dwelling units on each floor \_\_\_\_\_

Number of bedrooms X Baths X Toilets X  
Heating Plant: Gas X Oil X Electric/Hot Air X Hot Water X  
If Garage, number of cars X

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use \_\_\_\_\_

10. Estimated cost 3,000.00

Fee

\$50.00

Estimated cost 3,000.00

Fee

\$50.00

10.

Planning Board ☐ Highway Dept ☐ Sewer ☐ Water ☐ Zoning Board of Appeals ☐

#### INSTRUCTIONS

- A. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- B. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- C. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- D. The work covered by this application may not be commenced before the issuance of a Building Permit.
- E. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- F. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

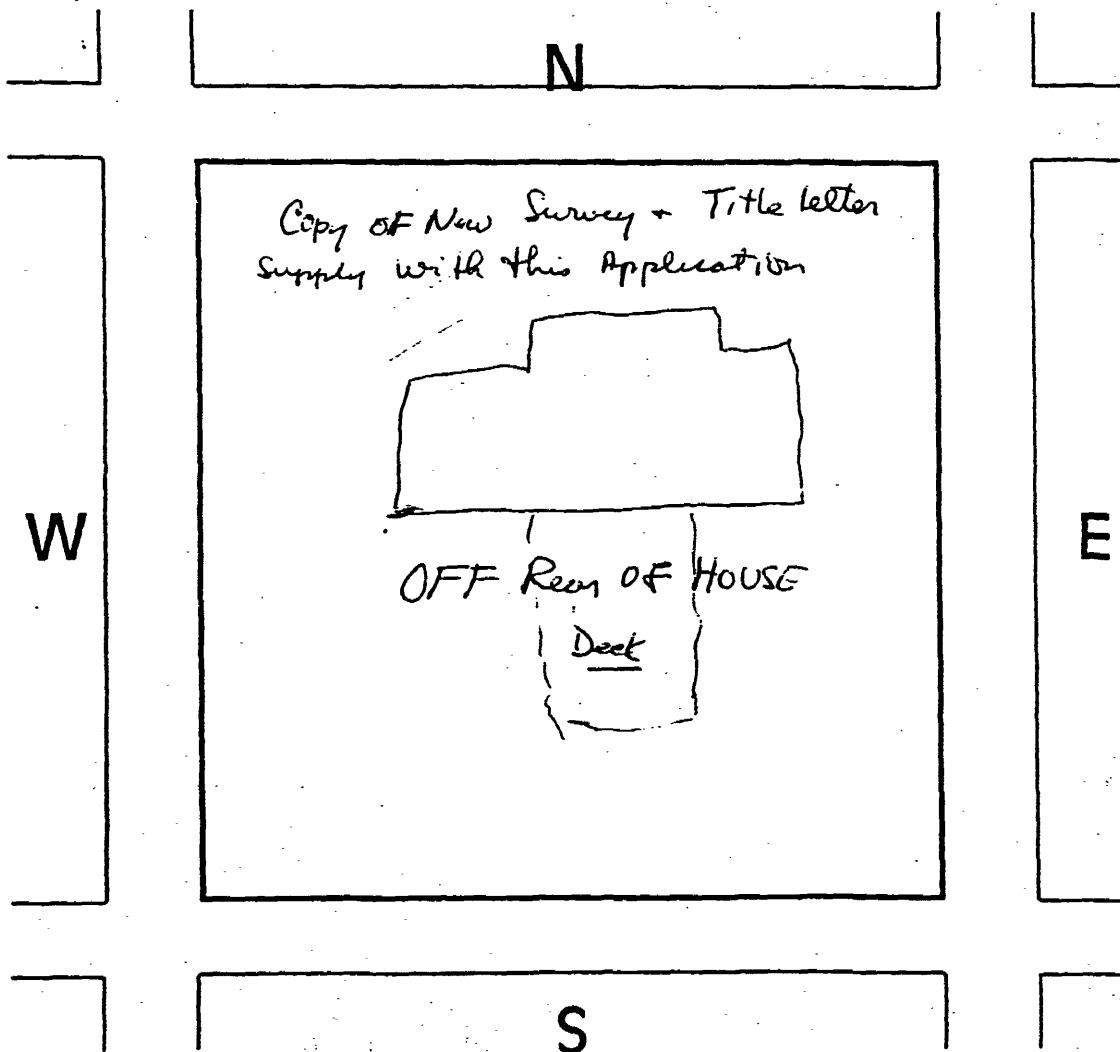
APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions, or alterations, or for removal or demolition or use of property as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

*James W. Hendel Sr.*  
(Signature of Applicant)

(Address of Applicant)

PLOT PLAN

Drawings and indicate all set back dimensions. Applicant must indicate the building line or lines clearly and distinctly on the drawings.



# CERTIFICATION

"I hereby certify that this map is based on an actual field survey completed by me on January 11, 1999, and in my professional opinion is accurate to the best of my knowledge and belief"

Certified only to the parties listed below:

James W. Handel,  
Fidelity National Title Insurance Company of New York,  
Bank of the Hudson, it's successors and/or assigns.

*Joseph M. Robert, PLS*

Joseph M. Robert, PLS N.Y. Lic. No. 49821

## TAX MAP REF.

Section 35, Block I, Lot 81

## DEED REF.

Deed Liber 4038, Page 226

## AREA

32,277 Sq. Ft.. or 0.741 of an Acre

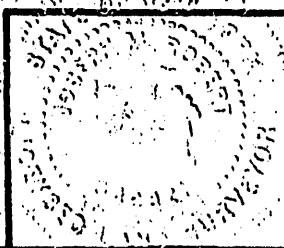
## GENERAL NOTES

"Certifications indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors. Said certifications shall run only to the person for whom the survey is prepared, and on his behalf to the title company, governmental agency and lending institution listed hereon, and to the assignees of the lending institution. Certifications are not transferable to additional institutions or subsequent owners."

"Subject to underground utilities and easements not recorded and/or not visable at the time of the field survey."

"Offsets shown hereon are correct, however, they should not be used as a basis for erection of fences or other structures."

REPRODUCTIONS OF THIS MAP ARE VALID ONLY IF THEY  
BEAR THE IMPRESSION SEAL OF THE PROFESSIONAL WHOSE  
SIGNATURE APPEARS HEREON.



**J.M. ROBERT, PLS**  
Professional Land Surveyor

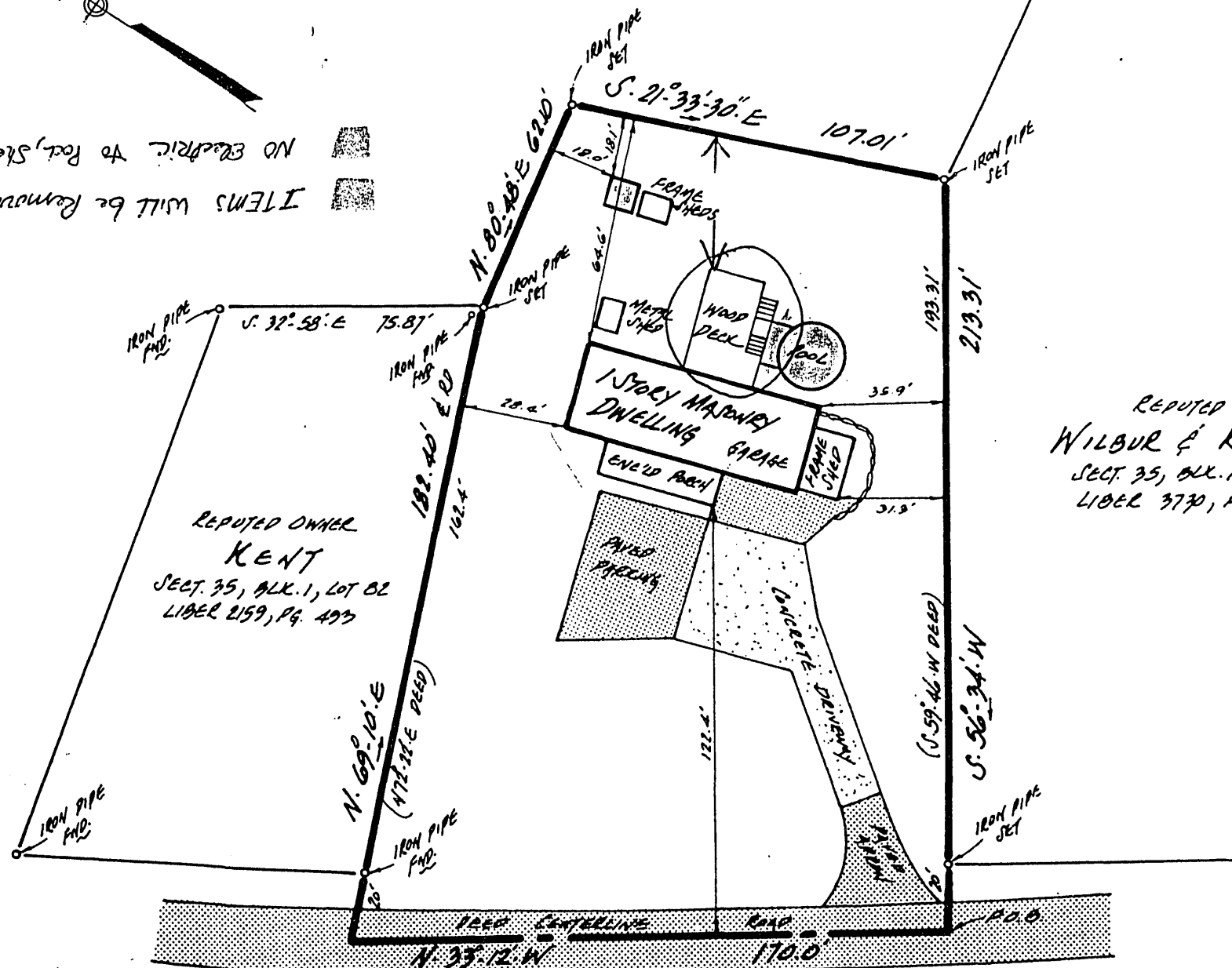
50 Kyerson Road  
New Hampton, N.Y. 10958  
(914) 374-2721 tele & fax

REPUTED OWNER  
**HANDEL**  
SECT. 35, BLK. 1, LOT 80  
LIBER 2133, Pg. 667

NO ELECTRIC TO POOL, STOPS ON BACK  
ITEMS WILL BE REMOVED

REPUTED OWNER  
**KENT**  
SECT. 35, BLK. 1, LOT 82  
LIBER 2159, Pg. 493

REPUTED OWNERS  
**WILBUR & KOHEMAN**  
SECT. 35, BLK. 1, LOT 78  
LIBER 3770, Pg. 12



**Riley Road**

UNAUTHORIZED ALTERATION OR ADDITIONS TO THIS SURVEY  
MAP IS A VIOLATION OF SECTION 7209(2) OF THE NEW YORK  
STATE EDUCATION LAW.

Survey & Building Location  
prepared for  
**James W. Handel**  
300 Riley Road, Town of New Windsor  
Orange County, New York

Proj. No. **28424-A**  
Scale **1" = 40'**  
Date **MAR. 16, 1999**  
Revised



Date 5/10/11, 19.....

# TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553**

TO 740015 5012 DR

DATE		CLAIMED	ALLOWED
5/10/99	Zoning Board Mtg	75 00	
	Misc		
	Hunde / -2 9.00.		
	Husted - 3		
	Pierri - 5		
	Maxwell - 3		
	Hecht - 2		
	Petrone / Decision - 1	76 50	
	17pgs	151 50	

PRELIMINARY MEETING:

HANDEL, JAMES

Mr. James Handel appeared before the board for this proposal.

MR. NUGENT: Request for 12 ft. 6 in. rear yard variance for existing deck at 300 Riley Road in an R-3 zone.

MR. HANDEL: I have an existing deck. It's come to my attention that it's 12 feet over the limits for the property line and I'm requesting a variance for the deck. And the building inspector checked it out and said it looks all right to him, didn't see any problems with it, but asked to submit a photo of it for you.

MR. KANE: How long has the deck been up?

MR. HANDEL: Twenty years.

MR. NUGENT: It's too close to your rear yard?

MR. HANDEL: Right.

MR. NUGENT: You're pretty sure of the measurements?

MR. HANDEL: Yes, I just had it done.

MR. TORLEY: Deck's in good shape.

MR. HANDEL: Yeah, it's all pressure treated.

MR. REIS: Mr. Handel, what brings you to the board?

MR. HANDEL: I was trying to refinance the house and the bank requested a C.O. be done and it turns out I didn't realize I needed it and all of a sudden, this came up. So I'm trying to get it done.

MR. KANE: Over 22 years you have no water problems, no runoff problems putting this thing up?

MR. HANDEL: No.

MR. REIS: No constant complaints from your neighbors?

MR. HANDEL: No, they're all well aware of it and there's no complaints or anything.

MR. NUGENT: Are there any further questions? I'll accept a motion.

MR. TORLEY: I move we set up Mr. Handel for his public hearing on his requested rear yard variance.

MR. KANE: Second the motion.

ROLL CALL

MS. OWEN	AYE
MR. KANE	AYE
MR. TORLEY	AYE
MR. REIS	AYE
MR. NUGENT	AYE

MR. NUGENT: I'm going to give you a little packet to take with you. You have to fill those out, follow those procedures and get it back to Pat and she'll set you up.

MR. KRIEGER: If at the public hearing, you would address yourself to the criteria set forth on that piece of paper which you take with you here, that would be helpful because those are the criteria on which the State has mandated that the Zoning Board must decide.

MR. HANDEL: Okay. Thank you.

EXCEPT AND CHARGED IN THE STATE OF TEXAS WITNESS 10-2-13.  
WITNESSES: MORGAN DECK ON 10-2-13, CONSIDERED QUITTING ALL MORTGAGE  
WITNESSES: MORGAN DECK ON 10-2-13, CONSIDERED QUITTING ALL MORTGAGE

# Policy of Title Insurance

WITNESSES: MORGAN DECK ON 10-2-13, CONSIDERED QUITTING ALL MORTGAGE  
WITNESSES: MORGAN DECK ON 10-2-13, CONSIDERED QUITTING ALL MORTGAGE

IN CONSIDERATION OF the payment of its charges for the examination of title and its premium for insurance, insures the within named insured against all loss or damage not excepted hereunder, and shall defend the insured against the costs and expenses of defending the insured against the same, and shall pay the amount of the loss or damage sustained by the insured by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises, or by reason of liens or incumbrances affecting title at the date hereof, or by reason of any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby, or by reason of a lack of access to and from the premises, excepting the same by reason of the estates, interests, defects, objections, liens, incumbrances and other matters set forth in Schedule B, or by reason of the application of the provisions incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions, and not otherwise.

WITNESSES: MORGAN DECK ON 10-2-13, CONSIDERED QUITTING ALL MORTGAGE  
WITNESSES: MORGAN DECK ON 10-2-13, CONSIDERED QUITTING ALL MORTGAGE



*Anthony J. Stelo*  
President

*Edward M. Fidler*  
ATTEST: Secretary

*Henry F. Fidler*  
Validating Officer or Agent

and duly recorded in the county clerk's office  
WITNESSES: MORGAN DECK ON 10-2-13, CONSIDERED QUITTING ALL MORTGAGE  
WITNESSES: MORGAN DECK ON 10-2-13, CONSIDERED QUITTING ALL MORTGAGE

December 2, 1913

\$250,000.00

James Hanger and Roy Ann Hanger

NY-3313

Name of Insured **James Handel and Joy Ann Handel**

Policy No. **HA-3373**

Amount of Insurance **\$29,000.00**

Date of Issue **December 5, 1977**

The estate or interest insured by this policy is vested in the insured by means of **a Deed made by Michael Sappah and Barbara Sappah, his wife, to the Insured dated 12-5-77 and duly recorded in the Orange County Clerk's Office.**

#### **Schedule A**

The premises in which the insured has the estate or interest covered by this policy is described on the description sheet annexed.

#### **Schedule B**

The following estates, interests, defects, objection to title, liens and incumbrances and other matters are excepted from the coverages of this policy:

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental war or police powers over the premises.
3. Zoning restrictions or ordinances imposed by any governmental body.
4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to, by or with the privity of the insured.
5. Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this policy specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.
6. Compliance by the buildings or other erections upon the premises or their use with Federal, State, and Municipal laws, regulations and ordinances.
7. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.
8. **Mortgage recorded in Liber 1608 Mp 449 last held of record by North New York Savings Bank assumed by the Insured.**
9. **Mortgage made by the Insured to Michael Sappah and Barbara Sappah in the amount of \$3,000.00 dated 12-5-77 and duly recorded in the Orange County Clerk's Office.**
10. **Any state of facts which an inspection of the premises described in Schedule "A" would disclose.**
11. **Underground encroachments and easements, if any, including pipes and drains and such rights as may exist for entry upon said premises to maintain and repair the same.**
12. **Notitle is insured to any land lying in the bed of any highway or road adjacent to the premises on Schedule "A" or crosses over the same.**
13. **Acreage is not insured.**
14. **Grants in Liber 681 cp 515; Liber 762 cp 281; Liber 871 cp 126 and Liber 1013 cp 286.**
15. **Survey made by William B. Decker, L.S., dated 10-5-72 shows one story dwelling, wood deck on rear, concrete driveway all within bounds. Except any changes in the state of facts since 10-5-72.**

## NOTICE

Schedule "B" which contains the Standard Printed Exceptions from coverage of the New York Board of Title Underwriters form of Policy No. 100D has been revised with the consent of the Superintendent of Insurance of the State of New York effective the 2nd day of June, 1977.

Such changes are as follows:

- 1) Paragraph 3 which excepted:

"Zoning restrictions or ordinances imposed by any governmental body."

Has been amplified to read:

"Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to the use, occupancy, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any noncompliance with any violation thereof."

- 2) Paragraph 6 has been deleted.
- 3) Paragraph 7 has only been changed to be renumbered as Paragraph 6.

**SCHEDULE "A"****(Description)**

All that certain plot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in the Town of New Windsor, Orange County, New York, and more particularly bounded and described as follows:

**BEGINNING** at an iron spike in the center of Riley Road distance North 30 degrees 0' West 120.00 feet along the center of said Riley Road from the southwesterly corner of lands of the party of the first part as described in a deed from Ernest J. Tanson and Ada M.L. Tanson, his wife, to Richard G. Banks and Lionel C. Banks by deed dated December 1, 1949, and recorded in the Orange County Clerk's Office December 8, 1949, in Liber 1343 of deeds at page 608; thence along the center of Riley Road North 30 degrees 0' West 170.00 feet to an iron spike in the center of said road, distance South 72 degrees 22' West 20 feet from an iron pipe set on the easterly side of Riley Road; thence the following courses along a new division line through lands of Richard G. Banks North 72 degrees 22' East 182.40 feet along lands of the said Richard G. Banks to an iron pipe set 31 feet from the northeasterly corner of a concrete block house on the herein described parcel of land; thence North 84 degrees 0' East 62.10 feet along lands of the said Richard G. Banks to an iron pipe at the top of a steep slope; thence South 18 degrees 21' 30" East 107.01 feet down the side of a steep slope along lands of the said Richard G. Banks to an iron pipe set in the side of said slope; thence South 88 degrees 46' West 213.30 feet along lands of the said Richard G. Banks to the point or place of beginning.

**BEING** a portion of the premises described in a deed from Ernest J. Tanson and Ada M.L. Tanson, his wife, to Richard G. Banks and Lionel C. Banks by deed dated December 1, 1949, in Liber 1343 of deeds at page 608.

**EXCEPTING AND RESERVING:** from the premises hereinbefore described that portion of which lies in the bed of said Riley Road.

# Conditions of this Policy

## 1. Definitions

- (a) Wherever the term "insured" is used in this policy it includes those who succeed to the interest of the insured by operation of law including, without limitation, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate successors, as the case may be, and those to whom the insured has assigned this policy where such assignment is permitted by the terms hereof, and wherever the term "insured" is used in the conditions of this policy it also includes the attorneys and agents of the "insured."
- (b) Wherever the term "this company" is used in this policy it means USLIFE TITLE INSURANCE Company of New York.
- (c) Wherever the term "final determination" or "finally determined" is used in this policy, it means the final determination of a court of competent jurisdiction after disposition of all appeals or after the time to appeal has expired.
- (d) Wherever the term "the premises" is used in this policy, it means the property insured herein as described in Schedule A of this policy including such buildings and improvements thereon which by law constitute real property.
- (e) Wherever the term "recorded" is used in this policy it means, unless otherwise indicated, recorded in the office of the recording officer of the county in which property insured herein lies.

## 2. Defense and Prosecution of Suits

- (a) This company will, at its own cost, defend the insured in all actions or proceedings founded on a claim of title or incumbrances not excepted in this policy.
- (b) This company shall have the right and may, at its own cost, maintain or defend any action or proceeding relating to the title or interest hereby insured, or upon or under any covenant or contract relating thereto which it considers desirable to prevent or reduce loss hereunder.
- (c) In all cases where this policy requires or permits this company to prosecute or defend, the insured shall secure to it the right and opportunity to maintain or defend the action or proceeding, and all appeals from any determination therein, and give it all reasonable aid therein, and hereby permits it to use therein, at its option, its own name or the name of the insured.
- (d) The provisions of this section shall survive payment by this company of any specific loss or payment of the entire amount of this policy to the extent that this company shall deem it necessary in recovering the loss from those who may be liable therefor to the insured or to this company.

## 3. Cases Where Liability Arises

No claim for damages shall arise or be maintainable under this policy except in the following cases:

- (a) Where there has been a final determination under which the insured may be dispossessed, evicted or ejected from the premises or from some part or undivided share or interest therein.
- (b) Where there has been a final determination adverse to the title, upon a lien or incumbrance not excepted in this policy.
- (c) Where the insured shall have contracted in good faith in writing to sell the insured estate or interest, or where the insured estate has been sold for the benefit of the insured pursuant to the judgment or order of a court and the title has been rejected because of a defect or incumbrance not excepted in this policy and there has been a final determination sustaining the objection to the title.
- (d) Where the insurance is upon the interest of a mortgagee and the mortgage has been adjudged by a final determination to be invalid or ineffectual to charge the insured's estate or interest in the premises, or subject to a prior lien or incumbrance not excepted in this policy; or where a recording officer has refused to accept from the insured a satisfaction of the insured mortgage and there has been a final determination sustaining the refusal because of a defect in the title to the said mortgage.
- (e) Where the insured shall have negotiated a loan to be made on the security of a mortgage on the insured's estate or interest in the premises and the title shall have been rejected by the proposed lender and it shall have been finally determined that the rejection of the title was justified because of a defect or incumbrance not excepted in this policy.
- (f) Where the insured shall have transferred the title insured by an instrument containing covenants in regard to title or warranty thereof and there shall have been a final determination on any of such covenants or warranty, against the insured, because of a defect or incumbrance not excepted in this policy.
- (g) Where the insured estate or interest or a part thereof has been taken by condemnation and it has been finally determined that the insured is not entitled to a full award for the estate or interest taken because of a defect or incumbrance not excepted in this policy.

No claim for damages shall arise or be maintainable under this policy (1) if this company, after having received notice of an alleged defect or incumbrance, removes such defect or incumbrance within thirty days after receipt of such notice; or (2) for liability voluntarily assumed by the insured in settling any claim or suit without the written consent of this company.

## 4. Notice of Claim

In case a purchaser or proposed mortgage lender raises any question as to the sufficiency of the title hereby insured, or in case actual knowledge shall come to the insured of any claim adverse to the title insured hereby, or in case of the service on or receipt by the insured of any paper, or of any notice, summons, process or pleading in any action or proceeding, the object or effect of which shall or may be to impugn, attack or call in question the validity of the title hereby insured, the insured shall promptly notify this company thereof in writing at its main office and forward to this company such paper or such notice, summons, process or pleading. Delay in giving this notice and delay in forwarding such paper or such notice, summons, process or pleading shall not affect this company's liability if such failure has not prejudiced and cannot in the future prejudice this company.

## 5. Payment of Loss

- (a) This company will pay, in addition to the loss, all statutory costs and allowances imposed on the insured in litigation carried on by this company for the insured under the terms of this policy. This company shall not be liable for and will not pay the fees of any counsel or attorney employed by the insured.
- (b) In every case where claim is made for loss or damage this company (1) reserves the right to settle, at its own cost, any claim or suit which may involve liability under this policy; or (2) may terminate its liability hereunder by paying or tendering the full amount of this policy; or (3) may, without conceding liability, demand a valuation of the insured estate or interest, to be made by three arbitrators or any two of them, one to be chosen by the insured and one by this company, and the two thus chosen selecting an umpire. Such valuation, less the amount of any incumbrances on said insured estate and interest not hereby insured against, shall be the extent of this company's liability for such claim and no right of action shall accrue hereunder for the recovery thereof until thirty days after notice of such valuation shall have been served upon this company, and the insured shall have tendered a conveyance or assignment of the insured estate or interest to this company or its designee at such valuation, diminished as aforesaid. The foregoing option to fix a valuation by arbitration shall not apply to a policy insuring a mortgage or leasehold interest.
- (c) Liability to any collateral holder of this policy shall not exceed the amount of the pecuniary interest of such collateral holder in the premises.
- (d) All payments made by this company under this policy shall reduce the amount hereof pro tanto except (1) payments made for counsel fees and disbursements in defending or prosecuting actions or proceedings in behalf of the insured and for statutory costs and allowances imposed on the insured in such actions and proceedings, and (2) if the insured is a mortgagee, payments made to satisfy or subordinate prior liens or incumbrances not set forth in Schedule B.
- (e) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within thirty days thereafter.

## 6. Co-Insurance and Apportionment

- (a) In the event that partial loss occurs after the insured makes an improvement subsequent to the date of this policy, and only in that event, the insured becomes a co-insurer to the extent hereinafter set forth.



CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

LIBER 2088 PAGE 62

THIS INDENTURE, made the 5<sup>th</sup> day of Dec., nineteen hundred and seventy-seven

BETWEEN MICHAEL SAPPAH and BARBARA SAPPAH, husband and wife, both residing at (no number) Riley Road, Town of New Windsor, Orange County, New York

party of the first part, and JOY ANN HANDEL, husband and wife, both JAMES HANDEL, residing at Smith Clove Road, Central Valley, New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of TEN-----  
----- (\$10.00) ----- dollars,

lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs, or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, Orange County, New York, and more particularly bounded and described as follows:

BEGINNING at an iron spike in the center of Riley Road distance North 30 degrees 0' West 120.00 ft. along the center of said Riley Road from the southwesterly corner of lands of the party of the first part as described in a deed from Ernest J. Ranson and Ada H. L. Ranson, his wife, to Richard G. Banks and Liesel C. Banks by deed dated December 1, 1949, and recorded in the Orange County Clerk's Office December 8, 1949, in Liber 1143 of deeds at page 608; thence along the center of Riley Road North 30 degrees 0' West 170.00 West feet to an iron spike in the center of said road, distance South 72 degrees 22' West 20 ft. from an iron pipe set on the easterly side of Riley Road; thence the following four courses along a new division line through lands of Richard G. Banks North 72 degrees 22' East 182.40 feet along lands of the said Richard G. Banks to an iron pipe set 31 ft. from the northeasterly corner of a concrete block house on the herein described parcel of land; thence North 84 degrees 0' East 62.10 ft. along lands of the said Richard G. Banks to an iron pipe at the top of a steep slope; thence South 18 degrees 21'30" East 107.01 ft. down the side of a steep slope along lands of the said Richard G. Banks to an iron pipe set in the side of said slope; thence South 59 degrees 46' West 213.30 ft. along lands of the said Richard G. Banks to the point or place of beginning.

All bearings are magnetic as of August 13, 1953.

~~Containing a computed area of seven thousand four hundred and nine ten thousands (0.2409) of an acre more or less.~~

(DESCRIPTION CONTINUED)

**(CONTINUATION OF DESCRIPTION)**

BEING a portion of the premises described in a deed from Ernest J. Tanson and Ada H. L. Tanson, his wife, to Richard G. Banks and Liesel C. Banks by deed dated December 1, 1949, in Liber 1143 of deeds at page 608.

SUBJECT to a grant to Central Hudson Gas and Electric Corporation and New York Telephone Company dated April 24, 1946 and recorded August 24, 1946, in book 1013 of deeds at page 286 in the Orange County Clerk's Office.

EXCEPTING AND RESERVING from the premises hereinbefore described that portion of which lies in the bed of said Riley Road. and intended to be

BEING the same premises conveyed by JOHN J. FURLONG and CAROL E. FURLONG, \*by deed dated October 25, 1972 and recorded in the Orange County Clerk's Office on November 1, 1972 in Liber 1924 at page 195.

\*to the grantors herein

The Grantees do hereby join in the execution of this deed so as to certify the assumption of the existing mortgage presently held by the Anchor Savings Bank in the reduced amount of ~~approximately~~ \$24,749.60 as to both principal and interest, which mortgage was recorded in the Office of the Clerk of the County of Orange on the 1st day of November 19 72, in Liber 1608 cp. 449.

LIBER 2088 PAGE 63

STATE OF NEW YORK, COUNTY OF ORANGE ss:

On the 5th day of December, 19 77, before me personally came

MICHAEL SAPPAN and BARBARA SAPPAN  
to me known to be the individual sdescribed in and who  
executed the foregoing instrument, and acknowledged that  
they executed the same.

HILTON TISCHLER  
City of New York, State of New York  
County of New York  
March 30, 1977

STATE OF NEW YORK, COUNTY OF SS:

On the            day of            19            , before me  
personally came  
to me known, who, being by me duly sworn, did depose and  
say that he resides at No.           

that he is the  
of

of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF SS:

On the 5th day of December, 1977, before me personally came

**JAMES HANDEL and JOY ANN HANDEL**  
to me known to be the individual described in and who  
executed the foregoing instrument, and acknowledged that  
they executed the same.

**MILTON TISCHLER**  
**NOTARY PUBLIC, State of New York**  
 Residing in Orange County  
 Commission Expires March 30, 1978

STATE OF NEW YORK, COUNTY OF ss:

On the                      day of                      19                      , before me personally came                      the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that                      he resides at No.                      .

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

# Bargain and Sale Deed

Without Covenant Against Grantor's Acts

Title No.

MICHAEL SAPPAH and  
BARBARA SAPPAH

TO

JAMES HANDEL

## USLIFE TITLE

Standard Form of New York  
Board of Title Underwriters

Distributed by

USLIFE TITLE INSURANCE  
COMPANY of New York

Formerly INTER-COUNTY TITLE

SECTION

BLOCK

LOT

COUNTY OR TOWN

Recorded At Request of

USLIFE TITLE INSURANCE COMPANY of New York  
RETURN BY MAIL TO

Moses Kantrowitz, Esq.  
Route 32  
Highland Mills, N.Y. 10930

Zip No.

495  
131

H Cantrowitz

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

Whereof the first part of the deed of the recording date (page 1) is

to be paid to the State of New York for the purpose of paying the

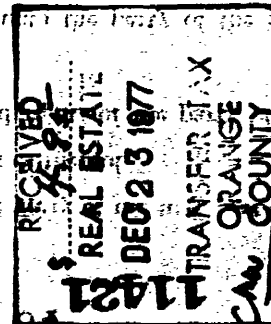
and the

amount of the tax on the deed of the recording date (page 1) is

to be paid to the State of New York for the purpose of paying the

amount of the tax on the deed of the recording date (page 1) is

to be paid to the State of New York for the purpose of paying the



Orange County Clerk's Office, S.S.

Recorded on the 23rd day

of December 1977 at 10:50

o'clock P.M. in Liber 2088

and Examined at page 65.

C. F. Kantrowitz

**TOGETHER** with all rights, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

**TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

**TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires. IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

  
MICHAEL SAPPAN

  
BARBARA SAPPAN

  
JAMES HANDEL

  
JOY ANN HANDEL